

## 1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Boyd Andrew Community Services (CONTRACTOR)** enter into this Contract (#06-059-ACCD). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Adult Community Corrections Division  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

*Boyd Andrew Community Services  
PO Box 1153*

*Helena MT 59624  
(406) 443-2343*

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

## 2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide the following services:

- A. Six (6) hours per week of substance abuse services, consisting of assessment and 'readiness to change' group and related counseling services. A licensed addictions counselor or other appropriately trained staff will provide services. These services shall be provided to offenders under the supervision of the Region II Probation & Parole staff. All services listed in this agreement shall be provided after referral from the offender's supervising Probation & Parole officer.
- B. Services shall focus on the identification and confrontation of symptoms of chemical dependency and use 'Motivational Interviewing' techniques to identify and address participants 'readiness to change'. Additional services (groups) that may be provided upon mutual agreement will include cognitive restructuring and principles as well as criminal thinking error correction groups. CONTRACTOR may recommend additional treatment services for participants. Upon mutual agreement those participants will attend additional levels of treatment at no additional expense to the DEPARTMENT.
- C. CONTRACTOR shall maintain confidential offender files of all substance abuse services, participants, and ensure that record keeping requirements are complete according to policies/procedures provided by the Probation and Parole staff.
- D. CONTRACTOR shall provide a work-site in Helena, Montana for delivery of substance abuse services.

## 3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR **\$850.00 per month**, not to exceed ten thousand two hundred and 00/100 Dollars (\$10,200.00) per annually for the services described herein.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.

- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. **AGENCY ASSISTANCE**

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. **TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. **LIAISONS AND NOTICE**

- A. Bernie Driscoll (406-556-4527), 2273 Boot Hill Court, #130 Bozeman, Montana 59715-7149 or successor serves as DEPARTMENT'S liaison.
- B. Michael E. Ruppert (406-447-3261), PO Box 1153, Helena Montana 59624 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. **OWNERSHIP AND PUBLICATION OF MATERIALS**

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. **COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such

insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. **HOLD HARMLESS AND INDEMNIFICATION**

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

10. **INSURANCE**

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of

CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**11. ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

**12. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

**13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

**14. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

**15. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of

merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

**16. TERMINATION AND DEFAULT**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

**17. CHOICE OF LAW AND VENUE**

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

**18. LICENSURE**

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

**19. ARBITRATION**

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

**20. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

**21. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**22. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.

**SIGNATURE**

**DEPARTMENT**

  
\_\_\_\_\_  
Mike Ferriter, Administrator  
Adult Community Corrections Division

5-10-06  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Michael E. Ruppert, CEO  
Boyd Andrew Community Services

5/24/06  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

8 May 2006  
Date

## CONTRACT AMENDMENT CONTRACT #06-059-ACCD

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Boyd Andrew Community Services** (CONTRACTOR) PO Box 1153, Helena, Montana 59624 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 24, 2006 and Section 20 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2007 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

### 2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide the Region II Probation & Parole staff with the following services:

- A. No Change
- B. No Change
- C. No Change
- D. No Change
- E. Quantitative and qualitative measures of the program's performance and effectiveness as determined by DEPARTMENT. CONTRACTOR must generate management reports that accurately track these measures and submit these reports [electronically] to DEPARTMENT on a quarterly basis. Upon reasonable request of DEPARTMENT, CONTRACTOR agrees to prepare statistical reports/reviews of the program. CONTRACTOR agrees not to release said information without approval of DEPARTMENT.

Performance measures must be congruent with the goals listed below:

- i. To increase the addicted offender's level of knowledge of chemical dependency and the mental, physical, and environmental consequences substance abuse.
- ii. To provide offenders with treatment and ancillary services to create pro-social change and reduce anti-social thinking, criminal behavior patterns, and the negative effects of chemical dependency.
- iii. To promote responsibility and accountability of offenders by providing an experiential, pro-social community environment.
- iv. To decrease offender drug and alcohol use.
- v. To decrease the proportion of offenders [who participate in the Program] from violating probation, parole, or conditional release.

- vi. To decrease the incidence of further misdemeanor or felony convictions.

CONTRACTOR agrees to cooperate with DEPARTMENT or its assigned agent(s) to formulate written criteria to be used for the specific performance/process measurement of the goals listed above. CONTRACTOR and DEPARTMENT agree to formally amend this Contract to include this agreed upon criteria.

### 3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR ~~\$850.00~~ \$950.00 per month, not to exceed ~~ten thousand two hundred and 00/100 Dollars (\$10,200.00)~~ eleven thousand four hundred and 00/100 Dollars (\$11,400.00) annually for the services described herein.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

### 5. TIME OF PERFORMANCE


This Contract shall take effect upon receipt of final contract signature and shall terminate on April 30, ~~2007~~ 2008, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~five (5)~~ four (4) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.



This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
Pam Bunke, Administrator  
Adult Community Corrections Division

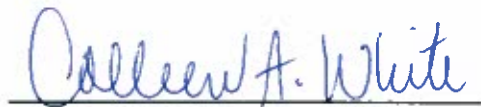
8-19-07  
Date

**CONTRACTOR**

  
Michael E. Ruppert, CEO  
Boyd Andrew Community Services

9/4/07  
Date

Reviewed for Legal Content by:

  
Legal Counsel  
Department of Corrections

8/15/07  
Date

**CONTRACT AMENDMENT  
CONTRACT #06-059-ACCD**

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Boyd Andrew Community Services** (CONTRACTOR) PO Box 1153, Helena, Montana 59624 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 24, 2006 and Section 20 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

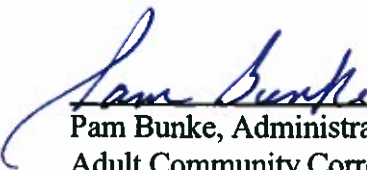
**2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR**

CONTRACTOR agrees to provide the Region II Probation & Parole staff with the following services:

- A. No Change
- B. No Change
- C. No Change
- D. No Change
- E. No Change
- F. Performance Measures (see Attachment A)

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
\_\_\_\_\_  
Pam Bunke, Administrator  
Adult Community Corrections Division

10-18-07  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Michael E. Ruppert, CEO  
Boyd Andrew Community Services

10/24/07  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

10/16/07  
\_\_\_\_\_  
Date

## ATTACHMENT A

The ISP Sanction Program is designed to stabilize offenders in the community who are failing at community supervision because of on-going substance abuse and chemical dependency issues. The goal is to identify those offenders; remove them from large, traditional caseloads and place them on a smaller caseload with increased supervision; and provide them immediate access to chemical dependency services and weekly case oversight (based upon the drug court model) wherein each offender's case is staffed weekly with the individual offender in the presence of the entire group presided over by a DOC Hearing Officer with input from the treatment provider and the assigned probation officer. When it is believed that the offender has been stabilized (90 to 180 days) and is working an approved recovery program within the community, the offender is returned to his/her Probation Officer and placed back on traditional probation/parole supervision.

This Contract is for the chemical dependency services aspect of the program. CONTRACTOR agrees to provide quarterly reports (electronically) to DEPARTMENT containing quantitative and qualitative measures of the program's effectiveness. The report will include the following performance indicators:

1. The number of group counseling/group sessions provided by CONTRACTOR in during each quarter.
2. The number of offenders participating in the chemical dependency services during each quarter.
3. The number of offenders completing the program successfully and being returned to regular probation and parole supervision during each quarter.
4. Data reflecting the attendance rates/ non-attendance rates of all participants during each quarter.
5. Data reflecting the extent of verified participation in Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) by program participants in each quarter.
6. The number of offenders who are referred to a higher level of treatment during each quarter.
7. The extent of known substance use incidents by participants in each quarter.
8. The number of offenders who are terminated from the program as unsuccessful and who are remanded for formal revocation proceedings during each quarter.

## CONTRACT AMENDMENT CONTRACT #06-059-ACCD

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Boyd Andrew Community Services** (CONTRACTOR) PO Box 1153, Helena, Montana 59624 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 24, 2006 and Section 20 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2007 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

### 3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR ~~\$950.00~~ **\$1,050.00** per month, not to exceed ~~eleven thousand four hundred and 00/100 Dollars (\$11,400.00)~~ **twelve thousand six hundred and 00/100 Dollars (\$12,600.00)** annually for the services described herein.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.


### 5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on April 30, ~~2008~~ **2009**, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~four (4)~~ **three (3)** additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

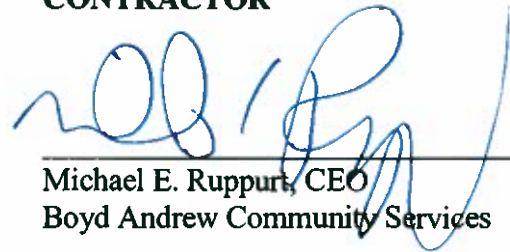
This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
Pam Bunke, Administrator  
Adult Community Corrections Division

3-28-08  
Date

**CONTRACTOR**

  
Michael E. Ruppert, CEO  
Boyd Andrew Community Services

4/3/08  
Date

Reviewed for Legal Content by:

  
Legal Counsel  
Department of Corrections

3/27/08  
Date